

# **UnitedHealthcare Insurance Company**

## **Group Policy**

**For**

**City of Mineral Wells**

**Enrolling Group Number: 906060**

**Policy Effective Date: October 1, 2016**



# **Group Policy**

## **UnitedHealthcare Insurance Company**

185 Asylum Street  
Hartford, Connecticut 06103-0450  
860-702-5000

This Group Policy ("Policy") is entered into by and between UnitedHealthcare Insurance Company ("Company"), and the "Enrolling Group," as stated in Exhibit 1.

Upon receipt of the Enrolling Group's application and payment of the required Policy Charges, this Policy is deemed executed. The Company agrees with the Enrolling Group to provide Coverage for Dental Services set forth herein, subject to the terms, conditions, exclusions, and limitations of this Policy. The Enrolling Group's application is made a part of this Policy.

This Policy replaces and supersedes any previous agreements relating to the Coverage of Dental Services between the Enrolling Group and the Company. The terms and conditions of this Policy will in turn be superseded by those of any subsequent agreements relating to the Coverage of Dental Services between the Enrolling Group and the Company.

The Company will not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. The Company will not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

This Policy will become effective at 12:01 a.m. at the Enrolling Group's address on the date specified in Exhibit 1, and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of this Policy as provided herein. When the Policy is terminated, as provided for in Article 5, this Policy and all Coverage under this Policy will end at 12:00 midnight on the date of termination.

This Policy is delivered in and governed by the laws of the State of Texas.

Issued By:

UNITEDHEALTHCARE INSURANCE COMPANY



Jeffrey Alter, President

## Article 1: Definitions

The terms used in this Policy have the same meaning given those terms in the *Certificate of Coverage* ("Certificate"), unless otherwise specifically defined in this Policy.

## Article 2: Dental Services

Subscribers and their Enrolled Dependents are entitled to Coverage for Dental Services subject to the terms, conditions, limitations and exclusions set forth in the *Certificate(s)* and *Schedule(s) of Covered Dental Services*, included in this Policy. The *Certificate(s)* and *Schedule(s) of Covered Dental Services* describe the Covered Dental Services including any optional Riders and Amendments, required Copayments, and the terms, conditions, limitations and exclusions related to Coverage.

## Article 3: Premium Rates and Policy Charge

### Premiums

Monthly Premiums payable by or on behalf of Covered Persons are specified on Exhibit 2 to the Policy entitled "Premiums".

The Company reserves the right to change the schedule of rates for Premiums as described in Exhibit 1.

### Computation of Policy Charge

Each Policy Charge will be calculated based on the number of Subscribers in each Coverage classification the Company shows in its records at the time of calculation, at the Premiums then in effect. The Policy Charge is calculated as described in Exhibit 1.

### Adjustments to the Policy Charge

Retroactive adjustments may be made for any additions or terminations of Subscribers or changes in Coverage classification not reflected in the Company's records at the time the Policy Charge is calculated by the Company. However, no retroactive credit will be granted for any change occurring more than 60 days prior to the date the Company received notification of the change from the Enrolling Group, nor will retroactive credit be granted for any calendar month in which a Subscriber has received Dental Services.

The Enrolling Group will notify the Company in writing within 30 days of the effective date of enrollments, terminations or other changes; provided, however, that the Enrolling Group will notify the Company in writing each month of any changes in the Coverage classification of any Subscriber.

In the event there is any increase in premium tax, guarantee or uninsured fund assessment or other governmental charges relating to or calculated in regard to Premium, such increase will be automatically added to the Premium.

### Payment of the Policy Charge

The Policy Charge is payable in advance by the Enrolling Group to the Company as described in Exhibit 1. The first Policy Charge is due and payable on the effective date of the Policy. Subsequent Policy Charges are due and payable no later than the first day of each period thereafter that the Policy is in effect.

A late payment charge will be assessed for any Policy Charge not received by the last day of the Grace Period. A service charge will be assessed for any non-sufficient-fund check received in payment of the

Policy Charge. All Policy Charge payments will be accompanied by supporting documentation which states the names of the Covered Persons for whom payment is made.

The Enrolling Group will reimburse the Company for attorney's fees and any other costs related to collecting delinquent Policy Charges.

### **Grace Period**

A Grace Period of 31 days will be granted for the payment of any Policy Charge, during which time the Policy will continue in force. In no event will the Grace Period extend beyond the date the Policy terminates.

This Policy will automatically terminate on the last day of the calendar month the Grace Period expires and any Policy Charge remains unpaid, or if the Company receives written notice of termination from the Enrolling Group during the Grace Period.

## **Article 4: Eligibility and Effective Date of Coverage**

### **Initial Eligibility Period**

Eligible Persons and their Dependents may enroll for Coverage under the Policy during the Initial Eligibility Period. The Initial Eligibility Period is the period of time agreed to by the Enrolling Group and the Company.

### **Open Enrollment**

If specified in the *Certificate*, the Enrolling Group will provide an Open Enrollment Period as specified in the *Certificate*, during which Eligible Persons may enroll for Coverage under the Policy.

### **Eligibility Conditions**

The eligibility conditions stated in the application are in addition to those specified in Section 2 of the *Certificate*.

### **Effective Date of Coverage**

Coverage for properly enrolled Eligible Persons and their Dependents will begin on the date stated in Exhibit 1.

## **Article 5: Policy Termination**

### **Conditions for Termination of This Entire Policy**

This Policy and all Coverage under this Policy will automatically terminate on the earliest of the dates specified below:

- A. At the Company's option, on the last day of the calendar month, if the Grace Period expires and any Policy Charge remains unpaid.
- B. On the date specified by the Enrolling Group, after at least 31 days prior written notice to the Company that this Policy will be terminated.
- C. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated, due to the Enrolling Group's violation of participation and contribution rules.

- D. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group provided the Company with false information material to the execution of this Policy or to the provision of Coverage under this Policy. The Company has the right to rescind this Policy back to the effective date.
- E. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group does not provide us with information that we need to administer the Policy or fails to perform any of its obligations that relate to the Policy.
- F. On the date specified by the Company after at least 90 days prior written notice to the Enrolling Group that this Policy will be terminated because the Company will no longer renew or issue this type of dental benefit plan within the applicable market.
- G. On the date specified by the Company, after at least 180 days prior written notice to the applicable state authority and to the Enrolling Group that this Policy will be terminated because the Company will no longer renew or issue any employer dental benefit plan within the applicable market.

### **Payment and Reimbursement Upon Termination**

Upon any termination of this Policy, the Enrolling Group will be and will remain liable to the Company for the payment of any and all Premiums which are unpaid at the time of termination, including a pro rata fee for any period this Policy was in force during the Grace Period, if any, preceding the termination.

## **Article 6: General Provisions**

### **Entire Policy**

The Policy, including the *Certificate(s)*, *Schedule(s)* of *Covered Dental Services*, the application of the Enrolling Group, any individual Subscriber applications, Amendments and Riders will constitute the entire Policy between parties. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties.

### **Time Limit on Certain Defenses**

No statement made by the Enrolling Group, except a fraudulent statement, will be used to void this Policy after it has been in force for a period of 2 years.

### **Amendments and Alterations**

Amendments to the Policy are effective upon 31 days written notice to the Enrolling Group. Riders are effective on the date specified by the Company. No change will be made to this Policy unless made by an Amendment or a Rider which is signed by an executive officer of the Company. No agent has authority to change this Policy or to waive any of its provisions.

### **Relationship Between Parties**

The relationships between the Company and providers and relationships between the Company and Enrolling Groups, are solely contractual relationships between independent contractors. Providers and Enrolling Groups are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of providers or Enrolling Groups.

The relationship between a provider and any Covered Person is that of provider and patient. The provider is solely responsible for the services provided by it to any Covered Person. The relationship between any Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other Coverage classification as defined in this Policy. The Enrolling Group is solely responsible for enrollment

and Coverage classification changes (including termination of a Covered Person's Coverage through the Company) and for the timely payment of the Policy Charge.

## **Records**

The Enrolling Group will furnish the Company with all information and proofs which the Company may reasonably require with regard to any matters pertaining to this Policy. The Company may at any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with the Coverage, and the Enrolling Group's payroll, and any other records pertinent to the Coverage under this Policy.

By accepting Benefits under this Policy, each Covered Person authorizes and directs any person or institution that has provided services to them, to furnish the Company or its designees any and all information and records or copies of records relating to the services provided to the Covered Person. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

The Company agrees that such information and records will be considered confidential. The Company has the right to release any and all records concerning dental services which are necessary to implement and administer the terms of this Policy, for appropriate medical review or quality assessment, or as the Company are required by law or regulation.

During and after the term of the Policy, the Company and its related entities may use and transfer the information gathered under the Policy for research and analytic purposes.

## **Administrative Services**

The services necessary to administer this Policy and the Coverage provided under it will be provided in accordance with the Company's or its designee's standard administrative procedures. If the Enrolling Group requests that such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Enrolling Group will pay for such services or reports at the Company's or its designee's then-current charges for such services or reports.

## **ERISA**

When this Policy is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C., 1001 et seq., the Company will not be named as and will not be the Plan Administrator or the named fiduciary of the welfare plan, as those terms are used in ERISA.

## **Examination of Covered Persons**

In the event of a question or dispute concerning Coverage for Dental Services, the Company may reasonably require that a Covered Person be examined at the Company's expense by a Dentist acceptable to the Company.

## **Clerical Error**

Clerical error will not deprive any individual of Coverage under this Policy or create a right to benefits. Failure to report the termination of Coverage will not continue such Coverage beyond the date it is scheduled to terminate according to the terms of this Policy. Upon discovery of a clerical error, any necessary appropriate adjustment in Premiums will be made. However, no such adjustment in Premiums or Coverage will be granted by the Company to the Enrolling Group for more than 60 days of Coverage prior to the date the Company received notification of such clerical error.

## **Workers' Compensation Not Affected**

The Coverage provided under this Policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

## **Conformity with Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the requirements of applicable state or federal statutes or regulations is hereby amended to conform to the minimum requirements of such statutes and regulations.

## **Waiver/Estoppe**

Nothing in the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services*, or to exercise any option which is herein provided, will in no way be construed to be a waiver of such provision of the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services*.

## **Headings**

The headings, titles and any table of contents contained in the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services* are for reference purposes only and will not in any way affect the meaning or interpretation of the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services*.

## **Unenforceable Provisions**

If any provision of the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the Policy, *Certificate(s)* or *Schedule(s)* of *Covered Dental Services* to the greatest extent legally permissible.

## **Notice**

Written notice given by the Company to an authorized representative of the Enrolling Group is deemed notice to all affected Subscribers and their Enrolled Dependents in the administration of this Policy, including termination of this Policy. The Enrolling Group is responsible for giving notice to Covered Persons.

Any notice sent to the Company under this Policy and any notice sent to the Enrolling Group will be addressed as described in Exhibit 1.

## **Subscriber's Individual Certificate**

The Company will issue *Certificate(s)*, *Schedule(s)* of *Covered Dental Services* and any attachments to the Enrolling Group who will in turn make them available to each covered Subscriber. Such *Certificate(s)*, *Schedule(s)* of *Covered Dental Services* and any attachments may be provided in electronic format. The *Certificate(s)*, *Schedule(s)* of *Covered Dental Services* and any attachments will show all the benefits and provisions of the Policy.

## Exhibit 1 to Dental Group Policy

1. **Parties.** The parties to this Policy are UnitedHealthcare Insurance Company ("Company") and City of Mineral Wells ("Enrolling Group").
2. **Effective Date.** The effective date of this Policy is October 1, 2016.
3. **Premiums.** The Company reserves the right to change the schedule of rates for Premiums, after 60 days prior written notice at any time.
4. **Computation of Policy Charge.** A full calendar month's Premiums will be charged for Covered Persons whose effective date of Coverage falls on or before the 15th of that calendar month. No Premiums will be charged for Covered Persons whose effective date of Coverage falls after the 15th of that calendar month. A full calendar month's Premiums will be charged for Covered Persons whose Coverage is terminated after the 15th of that calendar month. No Premiums will be charged for Covered Persons whose Coverage is terminated on or before the 15th of that calendar month.
5. **Payment of the Policy Charge.** The Policy Charge is payable in advance by the Enrolling Group to the Company on a monthly basis.
6. **Minimum Participation Requirement.** The minimum participation requirement is 75% of Eligible Persons enrolled for Coverage under the Policy.
7. **Notice.**

Any notice sent to the Company under this Policy will be addressed to:

UnitedHealthcare Insurance Company  
185 Asylum Street  
Hartford, CT 06103-0450

Any notice sent to Enrolling Group under this Policy will be addressed to:

City of Mineral Wells  
115 S.W. 1ST STREET  
Mineral Wells, Texas 76067

8. 906060: Enrolling Group Number

## **Exhibit 2 to Dental Group Policy**

### **Premiums**

Monthly Premiums payable by or on behalf of Covered Persons are specified below:

**Plan Name: All Employees enrolled in UnitedHealthcare Dental PPO Plan P9095**

<b>Coverage Classification</b>	<b>Monthly Premium</b>
Employee Only	\$37.23
Employee plus Spouse	\$71.66
Employee plus Child(ren)	\$88.08
Employee plus Family	\$122.55

# Important Information About Coverage Under The Texas Life And Health Insurance Guaranty Association

(For Insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code, Chapter 463*.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

## Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court order or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with the company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

## Limitation of Protection by the Association

### Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

### Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

### Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agent are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

**Texas Life and Health Insurance Guaranty Association**

515 Congress Avenue, Suite 1875

Austin, TX 78701

800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

**Texas Department of Insurance**

PO Box 149104

Austin, TX 78714-9104

800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)



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